

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>12</u>	20 <u>13</u>	20 <u>14</u>	20 <u>15</u>	20 <u>16</u>
Capital Expenditures	___	___	___	___	___
Operating Costs	___	___	___	___	___
External Revenues	___	___	___	___	___
Program Income (County)	___	___	___	___	___
In-Kind Match (County)	___	___	___	___	___
NET FISCAL IMPACT	<u>*</u>	___	___	___	___
No. ADDITIONAL FTE POSITIONS (Cumulative)	___	___	___	___	___

Is Item Included In Current Budget? Yes ___ No x

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___
Reporting Category

***B. Recommended Sources of Funds/Summary of Fiscal Impact:** There will be a fiscal impact associated with this program. Because of the different constitutional office's involved and different methods of fee calculation the impact cannot be determined at this time. However, any funds recouped with this process will be administered back into PZB Revenue budget to cover expended amount.

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

A. **OFMB Fiscal and/or Contract Dev. and Control Comments:**
*Funds will be deposited into the Nuisance Abatement Special Revenue Fund (1402). Fund established per Ordinance 2011-015.

William Disbrow Dr. J. J. Jurek 2/12/12
 WS 2/15/12 OFMB SW 2/15/12 2/10/12 Contract Dev. and Control 2-21-12 R. Wheeler
 at the time of our review,

B. **Legal Sufficiency:**
RODRIGUEZ 2/21/12 these agreements were not executed.
 Assistant County Attorney

C. **Other Department Review:**

Department Director

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY TAX COLLECTOR AND PALM BEACH
COUNTY TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON-
AD VALOREM ASSESSMENTS FOR LOT CLEARING, NUISANCE ABATEMENT,
BOARDING AND DEMOLITION OF UNSAFE STRUCTURES, SECURING OPEN
AND UNSAFE SWIMMING POOLS AND OTHER PROPERTY MAINTENANCE TO
ELIMINATE NUISANCES ON PRIVATE REAL PROPERTY**

This AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2012 by and between Palm Beach County, a political subdivision of the state of Florida, ("County"), by and through its Board of County Commissioners, and ANNE M. GANNON, as the Palm Beach County Tax Collector, a constitutional officer of the State of Florida, whose address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("Tax Collector").

WHEREAS, the County intends to levy non-ad valorem special assessments against properties within the boundaries of the area known as Palm Beach County for the purpose of recouping the costs of lot clearing, nuisance abatement, boarding and demolishing unsafe structures, securing open and unsafe swimming pools and other property maintenance to eliminate nuisances on private real property (Nuisance Abatement); and

WHEREAS, the County intends to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments for Palm Beach County Nuisance Abatements pursuant to Chapter 197, Florida Statutes, as may be amended and Resolution R-2011-1833 adopted by the Board of County Commissioners on November 15, 2011; and

WHEREAS, the County and the Tax Collector have agreed to enter into a written Agreement, whereby the County will reimburse the Tax Collector for its necessary, administrative costs incurred under Section 197.3632, Florida, as may be amended; and

WHEREAS, Section 197.3632(7), Florida Statutes, as may be amended, provides that the County shall bear all costs associated with any separate notice in the event the Tax Collector is unable to merge the County's non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, as may be amended, provides that the County shall compensate the Tax Collector pursuant to the provisions of Section 192.091(2)(b), Florida Statutes, as may be amended.

The above representations are true and correct and incorporated herein.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants, conditions, and promises contained herein, the parties contract and

agree as follows:

1. Recitations Authority

This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01 and the provisions of Section 197.3632 Florida Statutes, as may be amended. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties.

2. Term

The term of this Agreement shall commence January 1, 2012 and shall run through December 31, 2012; the date of signature of the parties notwithstanding, and run for one year. However, this Agreement shall automatically be renewed for successive periods, not to exceed one (1) year each, unless the parties prior to said date have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by the Tax Collector. However, the County shall inform the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Collection Method for the Nuisance Abatement Service Assessment.

3. Duties and Responsibilities of County

The County agrees, covenants, and contracts to:

- A. Provide written notice to the Tax Collector, which notice shall include a certified copy of the resolution creating the assessment.
- B. Provide the Tax Collector with copies of all other resolutions relating to the assessment.
- C. Be solely responsible for imposing and levying valid non-ad valorem assessments.
- D. Compensate the Tax Collector pursuant to Sections 197.3632(8)(c) and 192.091(2)(b) Florida Statutes, as may be amended. The Tax Collector and County agree to use two per cent (2%) as the calculation for actual costs.
- E. To the extent permitted by law, indemnify and save harmless and defend the Tax Collector, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, improper action, negligent act or omission of the County, its servants, or employees in the performance of services under this Agreement. The County acknowledges that the Tax Collector is entering into this Agreement without any determination that the County is legally authorized or qualified to assess these non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, as may be amended; determine the legality of the assessment or determine the constitutionality of any lien resulting from nonpayment of the assessment.

- F. To the best of its ability, provide the Tax Collector, thirty (30) days prior to presentation of certified rolls, with information regarding yearly billing, prepays, payoffs during term, payoffs after first billing (I.E.: amortization) and other costs that may be added after prepays. The parties mutually agree to negotiate a format to transfer the data that is acceptable to both parties. The Tax Collector reserves the right to reject the proposed format of the data if it is not compatible with the current collection system and the Tax Collector has not been involved in the development of the format.
- G. The County shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector on or before September 15, 2012, and on or before September 15 of each subsequent year this Agreement is in effect. There is no guarantee or representation that any roll submitted after September 15 will be on the 2012 tax bill. Likewise, there is no guarantee or representation that any corrections or modifications for subsequent years will be on that year's tax bill if the corrections or modifications are submitted after September 15. All information must be finalized and submitted in a format the Tax Collector can use by September 15. The assessment roll shall contain the posting of the non-ad valorem for each parcel and contain the following information for all real property located within the boundaries of the Project:
1. the Palm Beach County Property Appraiser's parcel number
 2. the legal property description
 3. any other information as may be mutually agreed to

The roll certified to the Tax Collector shall be a separate assessment roll showing the amount of the special assessment applied to each parcel within the Project, including any parcels for which no special assessments were levied. The certified special assessment roll shall show the total of all special assessments for the Project. If any changes to the assessment roll need to be made, it shall be the responsibility of the County to file a corrected roll or a correction of the amount of any assessment.

- H. Pay for or, alternatively, reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem assessment roll certified by the County pursuant to Section 197.3632(7) Florida Statute, as may be amended.
- I. The County shall, in writing, notify the Tax Collector of the representative(s) authorized to submit a correction on DR Form 409A. The County shall notify the Tax Collector in writing of the official authorized to transmit data.
- J. The County agrees that as to any cost, fee, or expense to be paid or reimbursed to the Tax Collector, the Tax Collector may, at her option, deduct the same from any disbursement to the County.
- K. All assessments shall become liens by operation of law as specified in Section 197.122 Florida Statutes, as may be amended. No liens shall be

recorded outside Section 197.122 Florida Statutes, as may be amended.

4. Duties of the Tax Collector

The Tax Collector agrees, covenants, and contracts to:

- A. Commencing with the 2012 tax year for a period of one year and each subsequent year this Agreement is in effect, the Tax Collector will collect and disburse the Project assessments.
- B. Produce and pay for the combined notice of ad valorem taxes and non-ad valorem assessments pursuant to the requirements of Section 197.3632 and 197.3635 Florida Statutes, as may be amended, and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue.
- C. Collect all special assessments complying with the provisions of this Agreement and remit the funds to the County on the same disbursement schedule as ad-valorem taxes, less the deductions allowed in paragraph J. above.
- D. If the Tax Collector discovers errors or omissions on such roll, she may request the County to file a corrected roll or a correction of the amount of any assessment and the County shall bear the costs of any such error or omission.
- E. Deposit all collections of special assessments in the same account used for collection of ad-valorem taxes.
- F. The Tax Collector shall not accept any non-ad valorem assessment roll which the County has not officially certified and delivered by September 15 of each calendar year, on compatible electronic medium tied to the appropriate property identification number, and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.
- G. If the Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7) Florida Statutes, as may be amended, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem assessment or shall direct the County to mail such separate notice. In making this decision, the Tax Collector shall consider all costs to the County and to the taxpayers of such separate mailing as well as the adverse affect to the taxpayers of the delay in multiple notices. If such separate mailing is affected, the County shall bear all associated costs.

5. Termination

This Agreement may be terminated by either party; without cause, upon one hundred eighty (180) days written notice prior to November 1 of each year. Any termination of this Agreement shall not affect the Tax Collector's responsibilities for tax years prior to the date of termination.

6. Modification

Any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized, and signed by all parties. Any amendment will be entered prior to January 1 of the tax year in which such amendment is to become effective. This Agreement and any subsequent amendments shall be filed with the Clerk of the Court for Palm Beach County pursuant to Section 163.01 (11), Florida Statutes, as may be amended.

7. Interpretation

This Agreement shall be interpreted as a whole unit and any interpretations shall be governed by the laws of the State of Florida.

8. Notice

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to the County:

Director, Planning, Zoning and Building
2300 North Jog Road
West Palm Beach, Florida 33411

With a copy to:

County Attorney
301 North Olive Avenue, Sixth Floor
West Palm Beach, Florida 33401

If to the Tax Collector:

Honorable Anne M. Gannon
Constitutional Tax Collector
Serving Palm Beach County
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

With a copy to:

James M Brako, Esquire
General Counsel
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

9 . Whole Agreement

This Agreement constitutes the entire Agreement among the parties with respect to the subject matter and supersedes all prior oral or written Agreements among the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year noted below.

ATTEST:

Sharon R. Bock
Clerk & Comptroller

Signature

Date

Shelley Vana, Chair
Board of County Commissioners
Palm Beach County, a Political Subdivision of
the State of Florida

Signature

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Paul Figg
Assistant County Attorney

Anne M. Gannon, Constitutional Tax
Collector Serving Palm Beach County

Anne M. Gannon
Signature

2-10-12
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: James M. Brako
James M. Brako, General Counsel
Palm Beach County Tax Collector

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY PROPERTY APPRAISER AND PALM BEACH COUNTY TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR LOT CLEARING, NUISANCE ABATEMENT, BOARDING AND DEMOLITION OF UNSAFE STRUCTURES, SECURING OPEN AND UNSAFE SWIMMING POOLS AND OTHER PROPERTY MAINTENANCE TO ELIMINATE NUISANCES ON PRIVATE REAL PROPERTY

This AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, ("County"), by and through its Board of County Commissioners, and GARY R NIKOLITIS, as the Palm Beach County Property Appraiser, a constitutional officer of the State of Florida ("Property Appraiser").

RECITALS

WHEREAS, County has elected under Section 197.363(1), Florida Statutes, for the collection of its Lot Clearing, Nuisance Abatement, Boarding and Demolition of Unsafe Structures, Securing Open and Unsafe Swimming Pools, and other Property Maintenance to Eliminate Nuisances on Private Real Property, Non-Ad Valorem Assessments (hereinafter "Nuisance Abatement Assessments") pursuant to the uniform method for the levy, collection and enforcement of non-ad valorem assessments as provided for in Section 197.3632, Florida Statutes, and County adopted Resolution No. R-2011-1833 on November 15, 2011, regarding its Notice of Intent to Utilize the Uniform Method of Collecting Non-Ad Valorem Assessments;

WHEREAS, the Property Appraiser and the County pursuant to Section 197.3632(2), Florida Statutes, are required to enter into an agreement for the Property Appraiser to provide the County with the information outlined in Section 197.3632(3)(b), Florida Statutes;

WHEREAS, Chapter 92-264, Laws of Florida is enacted to permit non-ad valorem assessments to be set forth in the Notice of Proposed Property Taxes for Palm Beach County; and

WHEREAS, County desires that Palm Beach County Information System Services (hereinafter "ISS") receive the compatible electronic medium of Property Appraiser so that the County can provide the computer services and information necessary for the Property Appraiser to include the County's Nuisance Abatement Assessments on the Notice of Proposed Property Taxes and Non Ad Valorem Assessments, and so that the County can certify its non-ad valorem assessment roll on compatible electronic medium to the Tax Collector;

NOW, THEREFORE, in consideration of the following covenants, conditions and promises, the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Obligations of Property Appraiser. The Property Appraiser shall:

- A. By June 1 of each calendar year provide the County, in compatible electronic medium the information required by Section 197.3632(3)(b), Florida Statutes, as may be amended from time to time (hereinafter "NAV File") so that it may use the uniform method for the levy, collection and enforcement of County's Nuisance Abatement Assessments.
- B. By August 15 of each calendar year provide the County in compatible electronic medium the information required under Section 197.3632(3)(b), Florida Statutes, as revised by the County to reflect the assessment rate expressed in dollars and cents per unit of assessment; the assessment amount; and type of assessment, extended against each parcel of real property within the boundaries of the County (hereinafter "Second NAV File") so that the County may certify its non-ad valorem assessment roll to the Tax Collector pursuant to section 197.3632(5)(a), Florida Statutes.
- C. Include the County's Nuisance Abatement Assessments in preparing Notices of Proposed Property Taxes and Non Ad Valorem Assessments pursuant to Section 200.069, Florida Statutes.

3. Obligations of County. The County shall:

- A. By July 25 of each calendar year provide the Property Appraiser in compatible electronic medium the Nuisance Abatement Assessment information requested by Property Appraiser.

4. Designation of ISS. County hereby designates ISS to receive on its behalf the compatible electronic medium from the Property Appraiser, as referenced in Paragraph 2.A. herein. Property Appraiser agrees to deliver said compatible electronic medium directly to ISS, which in turn shall accept the compatible electronic medium on behalf of the County and (a) provide the Nuisance Abatement Assessment information necessary for the Property Appraiser to prepare the Notices of Proposed Property Taxes and Non-Ad Valorem Assessments and (b) allow the County to certify the non-ad valorem assessment roll on compatible electronic medium to the Tax Collector.

5. Costs to be Paid by the County. Pursuant to section 197.3632(2), Florida Statutes, County shall pay to Property Appraiser, within thirty (30) days from the date of Property Appraiser's invoice, a one-time payment for New Unit Development and Administrative Services fees set forth on the Cost Summary, attached hereto as Schedule "A" and incorporated herein. Such payment shall reimburse the Property Appraiser for its costs in fulfilling its obligations under this Agreement. Should this Agreement be renewed, the County, thereafter, shall pay Property Appraiser annually the Administrative Services Fee referenced therein. Charges will be invoiced by Property Appraiser annually following the completion of the year's tax roll cycle.

6. Automatic Renewals. This Agreement without further action of the parties shall renew automatically from year to year unless terminated as set forth in Paragraph 7 herein.

7. Termination. This Agreement may be terminated at any time by the County upon thirty (30) days written notice to the Property Appraiser and payment for all services provided under this Agreement through the date of termination. This Agreement may be terminated at any time by the Property Appraiser upon thirty (30) days advance written notice to the County; however, notice given by the Property Appraiser after January 1 and prior to October 1, shall be effective only following completion of the certification of that year's non-ad valorem assessment roll. Upon cancellation of the Agreement by the Property Appraiser, the County shall pay all outstanding bills to the Property Appraiser within thirty (30) days.

8. Indemnification. The County acknowledges that Property Appraiser is entering into this Agreement in furtherance of the County's desire to collect its nuisance abatement non-ad valorem assessments by the uniform method of collection. County acknowledges that Property Appraiser has made no determination of the legality of the Nuisance Abatement Assessment or that the County is qualified to assess the same. County agrees to defend, indemnify and hold Property Appraiser harmless from and against any and all claims, liability, losses, or causes of action which may arise from any challenge to the legality of the Nuisance Abatement Assessments and/or any misconduct, improper action, negligent act or omission of the County, its servants, or employees arising out of the County's activities in connection with this Agreement to the extent permitted by law and subject to the provisions of Section 768.28, Florida Statutes, relating to sovereign immunity.

9. Filing. A fully executed copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

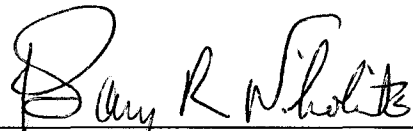
10. Dates. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first indicated above by placing their signatures below.

PALM BEACH COUNTY, FLORIDA,
BOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana, Chair
Palm Beach County Board of
County Commissioners

PROPERTY APPRAISER:

By:  _____
Gary R. Nikolits, Palm Beach
County Property Appraiser

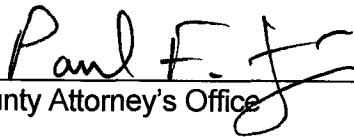
Date: _____

Date: 2/14/12

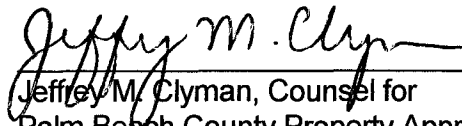
SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



County Attorney's Office



Jeffrey M. Clyman, Counsel for
Palm Beach County Property Appraiser

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SCHEDULE "A"

NON AD VALOREM ASSESSMENT- COST SUMMARY

The following costs shall be paid to Property Appraiser by the County:

- (A) New Unit Development Fee: (covering Property Appraiser's mapping and data entry services) The Property Appraiser's actual costs incurred by its Information Technology, GIS and Data Management departments in implementing the uniform method of collecting the County's Nuisance Abatement Assessments, including but not limited to costs of personnel, forms, supplies, computer equipment usage, postage and data processing time, but in no event shall this fee be less than five hundred and 00/100 dollars (\$500.00).

AND

- (B) Administrative Services Fee: (covering the Property Appraiser's administrative services) An Administrative Services Fee of \$150.00 shall be paid annually until the cancellation of the Agreement. This fee is subject to change, and if made, the County will be notified of that change at the beginning of the Tax Roll cycle.